

**DEPARTMENT OF TRANSPORTATION**

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September 17, 2002

06-Tul-198-53.5/54.4  
06-415304

Addendum No. 1

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in TULARE COUNTY NEAR LEMONCOVE AT LAKE KAWEAH FROM 0.6 KM WEST OF HORSE CREEK BRIDGE TO 0.3 KM EAST OF HORSE CREEK BRIDGE .

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on September 24, 2002.

This addendum is being issued to revise the Project Plans, the Notice to Contractors and Special Provisions, and the Proposal and Contract.

Project Plan Sheet 8 is revised as follows:

"Temp Culvert" is revised to read "600 mm x 180 m Temporary Culvert".

In the Special Provisions, Section 3, "AWARD AND EXECUTION OF CONTRACT," the following paragraph is added after the second paragraph:

"The contract shall be signed by the successful bidder and shall be received with the contract bonds by the Division of Office Engineer within 4 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice that the contract has been awarded. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract Engineering Service Center, P.O. Box 168041-8041, Attn.: Office Engineer (MS43) – Contracts."

In the Special Provisions, Section 4, "BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES," is replaced as attached.

In the Special Provisions, Section 5-1.14, "FORCE ACCOUNT PAYMENT," is deleted.

In the Special Provisions, Section 5-1.19, "RELATION WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD," is replaced as attached.

In the Special Provisions, Section 5-1.20, "ACCESS TO THE BRIDGE WORK AREA", the second paragraph, subsection B is revised to read:

"When the area within the construction easement is no longer needed, it shall be returned as nearly as possible to it's original condition."

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In the Special Provisions, Section 5-1.21, "RELATIONS WITH ARMY CORPS OF ENGINEERS," is added as attached.

In the Special Provisions, Section 5-1.22, "SWALLOW REQUIREMENTS," is added as attached.

In the Special Provisions, Section 5-1.23, "BAT REQUIREMENTS," is added as attached.

In the Special Provisions, Section 10-1.00, "CONSTRUCTION PROJECT INFORMATION SIGNS," is added as attached.

In the Special Provisions, Section 10-1.01, "ORDER OF WORK," the following paragraphs are added after the second paragraph:

"Attention is directed to the Material Information Handout regarding historical water level elevations at Horse Creek Bridge so that the Contractor can schedule operations accordingly.

If the Contractor uses the optional borrow sites under the jurisdiction of the Army Corps of Engineers, the Contractor shall be aware that there are additional requirements as stated in the Material Information Handout.

If the Contractor uses the optional borrow sites under the jurisdiction of the Army Corps of Engineers, the Contractor shall rip only that amount that can be removed in one cycle and shall be allowed to stockpile only the quantity of material that can be moved in one day."

In the Special Provisions, Section 10-1.02, "WATER POLLUTION CONTROL (STORM WATER POLLUTION PREVENTION PLAN)," in subsection "COST BREAK-DOWN," the fourth paragraph is replaced as follows:

"The sum of the amounts for the units of work listed in the cost break-down shall be equal to the contract lump sum price paid for water pollution control. Overhead and profit shall be included in each individual unit listed in the cost break-down. The cost break-down shall be submitted and approved within the same times specified for the SWPPP. Partial payment for the item of water pollution control will not be made until the cost break-down is approved, in writing, by the Engineer."

In the Special Provisions, Section 10-1.035, "TEMPORARY CULVERTS," is added as attached.

In the Special Provisions, Section 10-1.04, "OVERHEAD," is deleted.

In the Special Provisions, Section 10-1.09, "MAINTAINING TRAFFIC," Lane Closure Chart No. 1 is deleted.

In the Special Provisions, Section 10-1.09, "MAINTAINING TRAFFIC," Lane Closure Chart No. 2, the following sentence is deleted:

"and from 0.96 km east of Horse Creek Bridge to 0.11 km east of Road to Beach (North) (KP54.9/57.6)."

In the Special Provisions, Section 10-1.16, "EXISTING HIGHWAY FACILITIES," subsection "SALVAGE METAL BRIDGE RAILING," is added as follows:

**"SALVAGE METAL BRIDGERAILING"**

Existing metal bridge rail pipe and rail posts, where shown on the plans to be salvaged, shall be removed and salvaged."

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In the Special Provisions, Section 10-1.16, "EXISTING HIGHWAY FACILITIES," subsection "REMOVE ROADSIDE SIGN," is added as follow:

**"REMOVE ROADSIDE SIGN**

Existing roadside signs, at those locations shown on the plans to be removed, shall be removed and disposed of.

Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

Remove roadside sign will be measured and paid for as relocate roadside sign."

In the Special Provisions, Section 10-1.16, "EXISTING HIGHWAY FACILITIES," subsection "RELOCATE OBJECT MARKER," is added as follows:

**"RELOCATE OBJECT MARKER**

Existing object markers shall be removed and relocated to the new locations shown on the plans.

Each object marker shall be installed at the new location on the same day that the marker is removed from its original location."

In the Proposal and Contract, Section "PROPOSAL TO THE DEPARTMENT OF TRANSPORTATION," the tenth paragraph is revised as follows:

"If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the Department of Transportation, within 4 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the Department that the contract has been awarded, the Department of Transportation may, at it's option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same be the property of the State of California."

In the Proposal and Contract, the Engineer's Estimate Item 12 is revised as attached.

To Proposal and Contract book holders:

Replace page 3 of the Engineer's Estimate in the Proposal with the attached revised page 3 of the Engineer's Estimate. The revised Engineer's Estimate is to be used in the bid.

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the proposal.

Submit bids in the Proposal and Contract book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

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This office is sending this addendum by confirmed facsimile to all book holders to ensure that each receives it.

If you are not a Proposal and Contract book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

ORIGINAL SIGNED BY:

REBECCA D. HARNAGEL, Chief  
Office of Plans, Specifications & Estimates  
Office Engineer

Attachments

#### **5-1.19 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD**

The location of the Horse Creek Bridge is within an area controlled by the Regional Water Quality Control Board. Regional Water Quality Control Board Order No. RN 128 has been issued covering work to be performed under this contract. The Contractor shall be fully informed of rules, regulations, and conditions that may govern the Contractor's operations in the areas and shall conduct the work accordingly.

Copies of the order may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone 916-654-4490, and are available for inspection at the office of the District Director of Transportation at 1352 West Olive Avenue Fresno, California

Attention is directed to Section 7-1.11, "Preservation of Property," and Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

Changes in the above listed conditions proposed by the Contractor shall be submitted to the Engineer for transmittal to the Regional Water Quality Control Board for their approval. Changes shall not be implemented until approved in writing by the Regional Water Quality Control Board.

Attention is directed to Section 8-1.06, "Time of Completion," of the Standard Specifications. Days during which the Contractor's operations are restricted in the floodway by the requirements of this section shall be considered to be nonworking days if these restrictions cause a delay in the current controlling operation or operations.

#### **5-1.21 RELATIONS WITH ARMY CORPS OF ENGINEERS**

A portion of this project is located within the jurisdiction of the Army Corps of Engineers. The Contractor shall be fully informed of the requirements of this agreement as well as rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly.

The Contractor shall comply with the requirements in the Materials Information Handout.

Attention is directed to Sections 7-1.01, "Laws to be Observed," 7-1.01G, "Water Pollution," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

Modifications to the agreement between the Department of Transportation and the Army Corps of Engineers which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the Army Corps of Engineers for their consideration.

When the Contractor is notified by the Engineer that a modification to the agreement is under consideration, no work shall be performed which is inconsistent with the original agreement or proposed modification until the Departments take action on the proposed modifications. Compensation for delay will be determined in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

Modifications to any agreement between the Department of Transportation and the Army Corps of Engineers will be fully binding on the Contractor. The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

### **5-1.22 SWALLOW REQUIREMENTS**

It is anticipated that swallows may try to nest on new and old bridges between February 15 and September 1. From February 15 until September 1 or completion of the contract, whichever comes first, the Contractor shall prevent the nesting of swallows in the vicinity of work.

If construction operations begin after September 1 and before February 15, the Contractor shall remove all nests which would be destroyed by the work before the swallow colony returns to the nesting site. Partially constructed nests shall be removed on a daily basis or until a device has been installed to prevent the swallows from building nests on the structure.

Intact swallow nests are assumed to be occupied between February 15 and September 1. If new nests are built and occupied after the beginning of work, work that would interfere with or discourage swallows from returning to their nests will not be permitted. No extension of time nor compensation will be granted for a suspension of work due to nesting swallows.

Federal and State laws protect migratory birds, their occupied nests, and their eggs. The applicable Federal laws is the Federal Migratory Bird Treaty Act (16 USC 703-711), 50 CFR Part 21 and 50 CFR Part 10. Protection under California Laws is found in the Fish and Game Code Sections 3503, 3513, and 3800. These sections prohibit construction activities which affect migratory birds, their occupied nests, and their eggs.

Full compensation for conforming to the requirements in these special provisions shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

### **5-1.23 BAT REQUIREMENTS**

It is anticipated that bats may be roosting under and within the existing bridge. . The Engineer will request a pre-construction survey by the District Biologist a minimum of 15 days prior to beginning work. If evidence of roosting bats is discovered, the Contractor shall not disturb bats until they have left the roost. If evidence of bats is discovered during construction at these bridges, the Contractor shall immediately notify the Engineer.

If suspension of work is required due to the nesting of migratory birds, work will be suspended as provided in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications.

Full compensation for conforming to the requirements in these special provisions shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.



#### **10-1.00 CONSTRUCTION PROJECT INFORMATION SIGNS**

Before any major physical construction work readily visible to highway users is started on this contract, the Contractor shall furnish and erect 2 Construction Project Information signs at the locations designated by the Engineer.

The signs and overlays shall be of a type and material consistent with the estimated time of completion of the project and shall conform to the details shown on the plans.

The sign letters, border and the Department's construction logos shall conform to the colors (non-reflective) and details shown on the plans, and shall be on a white background (non-reflective). The colors blue and orange shall conform to PR Color Number 3 and Number 6, respectively, as specified in the Federal Highway Administration's Color Tolerance Chart.

The sign message to be used for fund types shall be as shown on the plans.

The sign message to be used for type of work shall consist of the following:

The sign message to be used for the Year of Completion of Project Construction will be furnished by the Engineer. The Contractor shall furnish and install the "Year" sign overlay within 10 working days of notification of the year date to be used.

The letter sizes to be used shall be as shown on the plans. The information shown on the signs shall be limited to that shown on the plans.

The signs shall be kept clean and in good repair by the Contractor.

Upon completion of the work, the signs shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

Full compensation for furnishing, erecting, maintaining, and removing and disposing of the construction project information signs shall be considered as included in the contract lump sum price paid for construction area signs and no additional compensation will be allowed therefor.

### **10-1.035 TEMPORARY CULVERTS**

Temporary culverts shall be furnished, installed, maintained, and later removed as shown on the plans, as specified in these special provisions and as directed by the Engineer.

The type of temporary culverts to be installed shall be at the option of the Contractor; however, the culvert shall be capable of sustaining any loads due to any of the Contractor's operations and of discharging the quantity of water present in the creek channel during the time necessary to divert the creek through the temporary culvert. Adequacy as to strength and capacity shall be subject to approval, in writing, by the Engineer.

Used materials may be installed provided the used materials are good, sound and are suitable for the purpose intended, as determined by the Engineer.

Excavation and backfill for temporary culverts shall be performed in a manner that will provide adequate support for the culvert with a firm, nonsettling foundation for the roadbeds to be constructed over the culverts.

Temporary culverts that are damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at the Contractor's expense.

When no longer required for the work as determined by the Engineer, temporary culverts shall be removed. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work, except as otherwise provided in this section.

Removed temporary culverts that are not damaged may be installed in the permanent work provided the culverts conform to the requirements specified for the permanent work and the culverts are new when installed as temporary culverts.

Trenches and pits caused by the removal of temporary culverts shall be backfilled in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

Regardless of the kinds of temporary culverts installed, temporary culverts will be measured and paid for by the meter for the sizes of temporary culverts shown on the plans and listed in the Engineer's Estimate in the same manner specified for corrugated metal pipe in Section 66-4.01, "Measurement," and Section 66-4.02, "Payment," of the Standard Specifications.

Full compensation for maintaining, removing and disposing of temporary culverts, and constructing temporary earth dam, shall be considered as included in the contract prices paid per meter for temporary culverts and no additional compensation will be allowed therefor.

**ENGINEER'S ESTIMATE****06-415304**

Item	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	070012	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	LUMP SUM	LUMP SUM	
2	029786	TEMPORARY FENCE (TYPE ESA)	M	910		
3	073000	TEMPORARY CULVERT	M	180		
4	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	LUMP SUM	
5 (S)	074020	WATER POLLUTION CONTROL	LS	LUMP SUM	LUMP SUM	
6	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	
7 (S)	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	
8 (S)	120165	CHANNELIZER (SURFACE MOUNTED)	EA	42		
9 (S)	128650	PORTABLE CHANGEABLE MESSAGE SIGN	LS	LUMP SUM	LUMP SUM	
10 (S)	129000	TEMPORARY RAILING (TYPE K)	M	1810		
11 (S)	129100	TEMPORARY CRASH CUSHION MODULE	EA	56		
12 (S)	150615	REMOVE ENTRANCE TAPER	EA	10		
13 (S)	150662	REMOVE METAL BEAM GUARD RAILING	M	27		
14 (S)	150711	REMOVE PAINTED TRAFFIC STRIPE	M	1560		
15 (S)	150712	REMOVE PAINTED PAVEMENT MARKING	M2	24		
16	150806	REMOVE PIPE	M	10		
17	150821	REMOVE HEADWALL	EA	2		
18	150823	REMOVE DOWNDRAIN	M	180		
19	150857	REMOVE ASPHALT CONCRETE SURFACING	M3	3360		
20 (S)	151270	SALVAGE METAL BRIDGE RAILING	M	180		